

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS  
INVITATION FOR BIDS (IFB)**

**Issue Date:** September 13, 2006

**IFB#:** 18-07kh

**Title:** Roll-Off Container Truck

**Issued By:** Fauquier County Government and Public Schools  
Finance Department/Procurement Division  
320 Hospital Drive, Suite 23  
Warrenton, VA 20186

**Using Department:** Department of Environmental Services  
6438 College Street  
Warrenton, VA 20186

Sealed Bids Will Be Received Until 3:00 p.m., October 10, 2006 For Furnishing the Services Described Herein And Then Opened In Public.

All inquiries for information should be directed to: Kathie Haggerty, Buyer, Phone (540) 428-8714  
Fax (540) 347-5753, e-mail: [kathie.haggerty@fauquiercounty.gov](mailto:kathie.haggerty@fauquiercounty.gov)

IF BIDS ARE MAILED OR HAND DELIVERED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE.

---

ATTENTION ALL BIDDERS: FOR CONDITIONS OF BIDDING, INCLUDING INSTRUCTIONS REGARDING BID SUBMISSIONS, PLEASE REFER TO GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

---

**No-Bid Response:** If you do not wish to bid on this solicitation, return this page only via fax (540) 347-5753 or mail, after completing the information below.

Vendor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone/Fax: \_\_\_\_\_

Reason for your no-bid response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you wish to remain on the bidder's list for this commodity? YES \_\_\_\_\_ NO \_\_\_\_\_

TABLE OF CONTENTS

COVER SHEET.....1

TABLE OF CONTENTS.....2

PURPOSE.....3

SCOPE OF WORK..... 3

COMPLIANCE WITH BID SPECIFICATIONS.....3

CONTRACTOR’S GENERAL REQUIREMENTS ..... 3

CONTRACT ADMINISTRATION.....3

EVALUATION & AWARD ..... 4

INSURANCE REQUIREMENTS..... 4

\*EQUIPMENT SPECIFICATIONS.....5-8

\*BID FORM .....9

\*INSURANCE REQUIREMENTS .....10

GENERAL TERMS AND  
CONDITIONS.....11

\*Return these pages with bid submission

## 1.0 PURPOSE

The purpose and intent of this Invitation for Bid (IFB) is to solicit sealed bids to establish a firm fixed price contract with one Contractor to provide one (1) roll-off container truck in accordance with the specifications and requirements contained herein. This solicitation is issued by the Fauquier County Government and Public Schools Procurement Division on behalf of the Fauquier County Board of Supervisors, a political subdivision of the Commonwealth of Virginia, herein referred to as "Owner".

## 2.0 SCOPE OF WORK

The Contractor shall furnish all labor, supervision, equipment, tools, materials, parts supplies and training necessary to complete the scope of work as described on the attached bid specifications (pages 5-8) in accordance with the terms, conditions and specifications contained herein.

## 3.0 COMPLIANCE WITH SPECIFICATIONS

Bidders shall complete and return with their bid, the bid specification sheets which are located on pages 5-8 of this Invitation For Bid. Bidders shall state any non-compliance with stated specifications and provide information, cut sheets, etc., for Owner review. The Owner will review and determine if there is a material impact to the equipment being procured and reserves the sole discretion to modify any bid specification or to disqualify a submitted bid for non-compliance based on the information submitted by the Bidder.

Upon equipment delivery, the Contractor shall demonstrate compliance of all bid specifications to an Owner representative to ensure that the equipment meets the bid specifications as awarded. Contractor shall correct any deficiencies within 48 hours or at Owner's sole discretion delivered equipment may be rejected.

## 4.0 CONTRACTOR'S GENERAL REQUIREMENTS

- 4.1 Delivery: Equipment shall be on-site and operational within ninety (90) days of award (delivery is expected to be mid-January 2007). If this delivery schedule cannot be met, Bidder must provide alternative used equipment with complete accessories to be used by the Owner as an interim measure. Delivery of Equipment will be made to the Fauquier County Fleet Maintenance Department, 225 W. Shirley Avenue, Warrenton, VA 20186.
- 4.2 Warranty: Contractor shall provide a copy of equipment warranty with their bid. The warranty period shall commence when the vehicle is put into service as evidenced by the Owner's records, rather than commencing upon delivery.

## 5.0 CONTRACT ADMINISTRATION

The Fauquier County Department of Environmental Services has been assigned responsibility for administration of the resulting contract. The Procurement Division has designated the Director or Environmental Services, or designee as the Contract Administrator. This individual is the interpreter of the conditions of the contract and the judge of its performance. He will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness of all aspects of the work. Any modifications made must be authorized by the Procurement Division and issued as a written amendment to the Contract.

## 6.0 EVALUATION AND AWARD

- 6.1 Bid Prices. Bids shall be in the form of a firm fixed total bid price as stated on the bid form. Bidders shall also provide pricing for optional equipment as stated on the bid form. All bid prices shall be for complete delivery ready for the Owner's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- 6.2 Award. Award will be made to the lowest responsive and responsible Bidder based on adherence to the specifications listed on pages 5-8; price; delivery schedule and warranty. The Owner reserves the right to conduct any test it may deem advisable and to make all evaluations. Owner also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Owner to be in its best interest.

- 7.0 **INSURANCE:** By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the insurance coverage required as stated on the Insurance Checklist at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the Owner reserves the right to require the Contractor to furnish certificates of insurance for the coverage required with **Fauquier County named as additional insured.**

### Roll-off Container Truck Specifications (pages 5-8)

Specification	Description	Bidder Compliance Y – Yes N - No	County Use
Model	Conventional cab, 64,000 pounds (min) Gross Vehicle Wt. Rating, 112” (min) bumper to back of cab with 19 inch (min) belly room (defined as the rearmost part of steering wheel to seatback at height of steering wheel)		
Cab to Axle	Cab to axle dimension as recommended by body manufacturer; expected to be between 174 inches – 186 inches (center rear tandem)		
Air Conditioning	Controls shall be fully integrated with heater and defroster, factory installed, roof mounted is not acceptable; tinted glass		
Air Horns	Roof-mounted, dual, with weather shields		
Alternator	12 volt, 130 amps (min)		
Back-up Alarm	Electric horn type, to operate when transmission is put into reverse, background noise sensing and automatic volume-adjusting, Ecco “smart alarm” or equal		
Battery	12-volt 2500 cold cranking amps (min), mounting and wiring per recommendations of the American Trucking Association – Technology and Maintenance Council		
Brakes	Full air, S-cam type, to meet Federal motor vehicle safety standards, anti-lock brakes, parking brake required for both rear axles (i.e., four air actuated spring brakes or equal), long stroke brake chambers and automatic slack adjusters, air dryer with heater		
Bumper	Front, aluminum, unpainted, with one (min) cutout type step, 30 inch height, illuminated type front bumper markers, Rear bumper to meet code (see Frame specifications)		
Cab	Conventional, with two sun visors, seats to accommodate driver and one passenger, two three-point retractable seat belts with right side arm rest, passenger’s seat, two grab handles left & ride side, self cleaning, skid resistant access steps, anti-noise package (in cab) to meet Federal standards, registration card bracket/holder mounted on inside of left door, factory provided removable floor mats in addition to standard vinyl/rubber floor covering, driver side cup holder, kit of three reflective triangular warning devices mounted in cab, suspended cab design (i.e., not solid or rubber block mounted)		
Cooling System	Heavy duty cooling system to operate in landfill driving conditions... low gears/slow speeds on steep slopes in dusty conditions; additional screen to minimize dust exposure to radiator		
Directional Signals	Front & rear, 4-way flashers that continue to operate when brakes are applied. (All lights shall be LED where they are available)		
Engine	Diesel, 335 horsepower (min) at governed engine speed, 1150 lb-ft torque (min) with Jacob’s Brake (2-position switch, Hi/Low). Engine must meet EPA emission requirements and other regulations.		
Engine equipment	Full flow oil filter, spin on fuel filter, heated fuel/water separator, cold weather starting aid, dry type air filter with resettable locking type air restriction gauge, vertical exhaust extension (45 degree elbow or cap on end of exhaust pipe), exhaust shield, electric hour meter, voltmeter or ammeter, oil pressure and coolant temperature gauges, magnetic drain plugs, automatic engine alarm system (low pressure), low coolant level, and automatic (30 second) override (no button), engine oil pan guard, automatic shut-off for high coolant temperature		

\*\*RETURN THIS PAGE\*\*

### IFB# 18-07kh, Roll-off Container Truck Specifications

Specification	Description	<u>Bidder Compliance</u> Y – Yes N - No	County Use
Engine Heater	Electric engine block heater, 100 volts AC, 1500 watts with left side access, including 25 feet (min) connecting cord with 3-prong plug		
Frame	Heavy-duty; full length double channel (cab to end of frame)		
Front-axle & Suspension	18,000 pounds (min) Gross Axle Weight Rating, oil lubricated wheel bearings and seals with see thru cap.		
Fuel Tank	70 gallon (min) total capacity of one or more tanks rail mounted.		
Heater/Defroster	Heavy duty, fresh-air type, cab recirculation feature		
Mirrors	West Coast type, 7" x 16" (approx.), heated right & left sides, with folding feature and separate 6" (approx.) diameter convex "bolt-on" mirrors. Two 8" (approx.) diameter convex mirrors and brackets mounted on front fenders as far forward as possible. Right door visibility window 6" x 9" (approx.) or right-hand down view mirror.		
Power Steering	Hydraulic, integral, tilt & telescoping column		
Radio	Am/Fm with weather band (min), factory installed		
Rear Axle & Suspension	46,000 pound (min) Gross Axle Weight Rating, with lube pump, air operated divider lock and dash mounted indicator, transverse torque roads, Ratio to allow maximum of approx. 65 mph @ governed engine RPM; Sternco or equal oil seals		
Starter	Electric with over-crank protection		
Sun Visor	Exterior, mounted on cab over windshields (in addition to dual interior sun visors)		
Tires	Tubeless, radial to meet Gross Vehicle Weight Rating, front-highway service tread (Michelin XZY or equal), rear "All Season" tread (Michelin XM&S4 or equal).		
Tow Hooks	Two, heavy duty frame-mounted, front, capable of towing the vehicle when fully loaded		
Transmission	Allison Model, 4500RDS 6-speed automatic (or equal), with dash mounted transmission oil temperature gauge and oil level sensor; chassis wiring harness shall include adequate, compatible interface wiring for transmission electronics; manufacturer shall provide certification that the installation meets transmission cooling requirements; Transmission shall utilize Trans-Synd fluid; Extended Transmission Coverage for an additional period of 3 years shall be provided.		
Wheels	One-piece disc hub piloted type wheels		
Windshield Wipers	Electric, 2-speed (min) with intermittent feature and washers		
<b>Roll-off Frame</b>	<b>Outside Rail</b>		
Capacity	60,000 pounds (min) rated lifting capacity, 45 degree (min) dump angle		
Cable	7/8" (min) 6x37EXTWRC – Regular right Lay, Core Color Coded and of Domestic Origin (manufactured Rated Capacity of 39 tons) with pear eye for standard containers, 10" (min) sheaves with bronze bushings.		
Color	Black		
Compatibility	Unit shall be capable of handling existing roll-off containers and self-contained compactors (understructure-minimum 3-inch channel 4.1 # per foot on maximum 16 inch centers; outside rail structure);		

\*\*RETURN THIS PAGE\*\*

### IFB#18-07kh, Roll-off Container Truck Specifications

Specification	Description	Bidder Compliance Y – Yes N - No	County Use
Container Locks	Front driver's side (min), spring-type anti-jam design, rear tie down winch		
Controls	Outside "dead man" lever controls mounted on driver's side; inside air controls, controls shall be labeled		
Cylinders	All single stage hydraulic cylinder rods will be chrome plated		
Fenders	Reinforced, all metal fenders for tandem. Replaceable black anti-sail type rubber mud flaps, mounted on fenders behind the rear most axle, no dealer advertising		
Frame	Reinforced to meet rated capacity, with capability to handle containers up to 22 feet long. Frame shall be fabricated from 8 inch x 4 inch x 3/8 inch tube (or equal) with 3 inch x 2 inch x 3/16inch tube (or equal) sub-frame. Frame must extend beyond the hinge point of the tilt frame; in its elevated position, frame must touch the ground and serve as a stabilizer, rear end protection (ICC bumper) per Motor Carrier Safety Regulation #393.86		
Guarding	All wiring, hoses, tubing, hoses, filters, etc... must be securely attached to the frame and/or protected with guards to provide adequate protection that may be caused by off-road landfill driving conditions		
Hoist Cylinders	Two 6 inch (min) ID, double acting (power up & power down)		
Hydraulic Winch System	Two 6 inch double-acting, independent working winch cylinders with individual sheaves. Winch cylinder rods must have guards/covers 3/8" x 3" (min) steel.		
Hydraulic System	Provide a filter in the hydraulic system and suction strainer, shut-off valve between pump and tank.		
Lights/Reflectors	Shall meet Federal and State requirements, rear lights shall be recessed with 1/2" (approx.) protective frame guards (or equivalent) two LED red stop/tail lights on each side, one LED amber turn signs on each side, LED backup lights, protective guards for all lights, reflectors front & rear. (All lights shall be LD where available)		
PTO	"Hot shift" type, controls for hoist will be air operated, mounted in cab allowing easy access by the operator (exact location will be determined upon award of bid)		
Pump	Standard manufacturer's		
Rear Bumper	Folding, to meet FMVSS standards		
Storage Compartment	Aluminum (diamond plated), located on right side, 18"D x 38"L x 20"Ht (approx.), with door and T style locking latch.		
Tarp Cover	Pioneer RP 4500 RG tarping system (or equal). Hydraulically operated hoist tarp cover system shall be mounted on rigid frame an controlled from a two handle driver's side mounted control system; 48 inch (min) height adjustment, heavy duty PVC coated mesh tarp cover,		

\*\*RETURN THIS PAGE\*\*

### IFB#18-07kh Roll-off Container Truck Specifications

Specification	Description	Bidder Compliance Y – Yes N - No	County Use
<b>General</b>			
Fire Extinguisher	One 20 pound ABC type with labeled weatherproof cover, mounted on left side behind cab (exact location TBD after award of bid)		
Light Wiring	To meet all State and Federal requirements; daytime running lights, all electrical wiring shall be run in a harness or conduit and be attached to the body or frame every 24 inches (max). The entire lamp or wiring system from loads to junction box shall be without splices and shall be circuit designed, color coded, and weather tight (no scotch locks).		
Manuals	Two sets of body, operation, parts and repair manuals upon delivery		
Paint	Cab and wheels – polyurethane paint; white (non-metallic), Dupont (or equal), chassis-manufacturer's standard paint, black color		
Strobe light	One, Austin Model #2010BHS (or equal) amber, mounted on centerline of cab roof with dash-mounted switch with pilot light.		
Work Lights	Two (min), 4 inch (min) diameter, mounted on tarp system mast as high as possible, with dash mounted control switch with pilot light.		
Safety Regulations	Shall comply with all OSHA and FMVSS requirements in effect at time of production		
Virginia State Safety Inspection	Required before delivery		
Temporary Tags	Required before delivery		
Warranty	Time period shall commence when vehicle is put into service as evidenced by owner's records, rather than commencing upon delivery. Copy of warranty policy shall be provided with bid.		
<b>Options</b>			
Option 1	Two sets – chassis repair parts and service manuals		
Option 2	Stainless steel West Coast type mirrors with features per specifications		
Option 3	Aluminum one-piece disc hub piloted type wheels		
Option 4	Electric windows (both sides)		
Option 5	Electric adjusting mirrors (both sides)		
Option 6	Outside/inside roll off frame		
Option 7	Orange paint (rather than white)		

\*\*RETURN THIS PAGE\*\*



FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS  
INVITATION FOR BID (IFB) #18-07kh

Roll-Off Container Truck

**BID FORM**

BID NUMBER AND OPENING DATE SHOULD BE CLEARLY MARKED ON FRONT OF ENVELOPE.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
PHONE# (INCLUDING AREA CODE)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
FAX#

\_\_\_\_\_  
CITY, STATE AND ZIP

\_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

Equipment Model Offered: \_\_\_\_\_

If Awarded, Delivery Date(on or by November 10, 2006): \_\_\_\_\_

Firm Fixed Price to furnish the equipment as specified herein

\$ \_\_\_\_\_

Optional Equipment: Bidder shall provide firm fixed price to provide the following options. All prices shall include labor, delivery, etc., extra charges will not be allowed.

Option 1 – Two sets, chassis repair parts and service manuals

\$ \_\_\_\_\_

Option 2 – Stainless steel West Coast type mirrors with features

Per specifications:

\$ \_\_\_\_\_

Option 3 – Aluminum one-piece disc hub piloted type wheels:

\$ \_\_\_\_\_

Option 4 – Electric windows (both sides):

\$ \_\_\_\_\_

Option 5 – Electric adjusting mirrors (both sides):

\$ \_\_\_\_\_

Option 6 – Outside/inside roll off frame:

\$ \_\_\_\_\_

Option 7 – Orange paint (rather than white):

\$ \_\_\_\_\_

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of Fauquier County, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on Contracts by any agent of Fauquier County or the Commonwealth of Virginia.

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Invitation For Bid and hereby submits this bid pursuant to such instructions and specifications.

\_\_\_\_\_  
TYPE OF PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID

\_\_\_\_\_  
DATE

Receipt of the following Addenda are acknowledged:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

**\*\*RETURN THIS PAGE\*\***

# DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage Required	Limits (figures denotes minimum)
<u>X</u>	1. <b>Worker's Compensation</b> and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. <b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. <b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
<u>  </u>	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	4. \$1,000,000 Limit Each Occurrence
<u>  </u>	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
<u>  </u>	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
<u>  </u>	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
<u>X</u>	8. Other Insurance:	
<u>X</u>	9. <b>Fauquier County and/or Fauquier County School Board named as additional insured on Auto and General Liability Policies.</b> (This coverage is primary to all other coverage the County and Schools may possess and must be shown on the certificate.)	
<u>X</u>	10. 30 day written cancellation notice required, 15 day cancellation notice required for non-payment to Fauquier County and/or Fauquier County School Board – Ref. Code of Virginia Section 38.2-231. <b>Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.</b>	
<u>X</u>	11. <b>The Certificate must state Bid/RFP No. and Bid/RFP Title.</b>	
<u>X</u>	12. <b>Contractor shall submit Certificate of Insurance within five business days from notification of award.</b>	

## OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
SIGNATURE

RETURN THIS PAGE

# GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

*Revised 4/19/05*

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County and the Fauquier County School Board. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County, or the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

- 
1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
  2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

## CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than three (3) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than three (3) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**  
Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

- a. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the Procurement Division.
  - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
  - c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**  
A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
    - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
    - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of

error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeree or of another bidder/offeree in which the ownership of the withdrawing bidder/offeree is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeree who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeree. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeree. Bidders/Offerees are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSALS ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:  
**ADDRESSES AS INDICATED ON PAGE 1**  
**IFB/RFP NUMBER**  
**TITLE**  
**BID/PROPOSAL DUE DATE AND TIME**  
**VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**  
If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.
9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date.  
  
At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerees certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeree, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

17. **NO CONTACT POLICY:** No Bidder/Offeree shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
  - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

## **SPECIFICATIONS**

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

## **AWARD**

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as

many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.

25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the bulletin board located on the 2nd Floor, 320 Hospital Drive, Warrenton, Virginia. Award results may be viewed at the Procurement Website at [www.fauquiercounty.gov/government/departments/procurement](http://www.fauquiercounty.gov/government/departments/procurement).
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

### CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
29. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
30. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
31. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.

1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.

2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.

3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.

32. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

2. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

33. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
34. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.

35. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- A. During the performance of this contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

36. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.

37. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

- A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
  - 1. By mutual agreement between the parties in writing; or
  - 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
  - 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
- C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.

38. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or

his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

39. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

40. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- a. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
  - b. **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  - c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.

41. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:** Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to Northern Virginia Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid/proposal.

It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract.

Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

Fauquier County shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

42. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
43. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not send any employee or agent who is a registered sex offender to any Owner building or property. Quarterly, the Contractor shall check the registry to determine if the employee is registered.

#### **DELIVERY PROVISION**

44. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays



unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

45. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
46. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
47. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
48. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
49. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
50. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
1. Purchase Order Number,
  2. Name of Article and Stock Number,
  3. Quantity Ordered,
  4. Quantity Shipped,
  5. Quantity Back Ordered,
  6. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

#### **BIDDER/CONTRACTOR REMEDIES**

51. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or The School Board of Fauquier County, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the School Board of Fauquier County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeror appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
52. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the School Board of Fauquier County) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the School Board of Fauquier County) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such

decision within sixty (60) days. The decision of the School Board or Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.